

# Ellisville State School



Renée Brett  
Director

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October 03, 2014

Sealed bids will be received in the Purchasing Office of Ellisville State School until 2:00 P.M., October 30, 2014, for the establishment of a **8- MONTH** bakery contract.

Bids shall be submitted in a sealed opaque enveloped, addressed, and marked as specified below.

**Address Envelope:**  
Ellisville State School  
1101 Hwy 11 South  
Ellisville, MS 39437

**Mark Envelope Lower Left Corner:**  
Bread Contract Bid  
Attn: Lana Jefcoat  
10-30-14

**Delivery:** All items shall be f.o.b. Ellisville State School, freight prepaid.

**Contract Term:** The effective contract term is November 01, 2014 through June 30, 2015.

**Award Basis:** It is the intent of Ellisville State School to award this contract to *the most responsive, responsible bidder*. However, Ellisville State School reserves the right to award the bid in the best interest of the facility.

**Insurances:** The successful bidder shall furnish to Ellisville State School a certificate of insurance providing evidence of liability and workers compensation insurance, in a format acceptable to the State of Mississippi.

**General Requirements:** All items must meet the specifications and be available for the duration of the contract period. Bid pricing must stand firm for the duration of the contract period. Quantities listed are for bidding purposes only. The actual order amount may be more or less the amounts listed. Exceptions must be noted on the bid form.

Bakery products shall be delivered fresh, baked day of delivery or no more than one day prior to delivery. Failure to provide bakery products within these guidelines shall be grounds for refusal to accept delivery of bakery products.

Bread Products shall be packed in wrappers imprinted with a "*Best if purchased by*" date.

Ellisville State School reserves the right to reject any and/or all bids.

Ellisville State School is an equal opportunity employer MF/HV.

Bid will be awarded based on the total low bid.

**NOTE ANY DEVIATION FROM SPECIFICATIONS**

				UNIT PRICE	TOTAL PRICE
ITEM					
(01)	2,000	loaf	(more or less monthly) White Bread, fresh, family loaf, enriched. Specify: _____	\$ _____	\$ _____
(02)	1,000	loaf	(more or less monthly) Iron Kid Bread, high fiber fresh, enriched, or approved equal. Specify: _____	\$ _____	\$ _____
(03)	400	loaf	(more or less monthly) White Light Bread, fresh, enriched, 45 calories per slice or less. Specify: _____	\$ _____	\$ _____
(04)	80	loaf	(more or less monthly) Light/Diet Wheat Bread, fresh, enriched, 40 calories per slice. Specify: _____	\$ _____	\$ _____
(05)	200	loaf	(more or less monthly) 100% Whole grain Bread, fresh, enriched, specify grain. Specify: _____	\$ _____	\$ _____
(06)	400	pkg	(more or less monthly) Hamburger Buns, fresh, enriched, 54 gm. ea., 12 buns per package. Specify: _____	\$ _____	\$ _____
(07)	100	pkg	(more or less monthly) Hotdog Buns, fresh, enriched, 43 gm ea. 16 buns per package. Specify: _____	\$ _____	\$ _____
(08)	40	pkg	(more or less monthly) Steak Sandwich Buns, fresh enriched, 2-1/2 oz ea. 24 buns per package. Specify: _____	\$ _____	\$ _____
(09)	10	ea	(more or less monthly) French Bread, fresh, enriched, not sliced. Specify: _____	\$ _____	\$ _____
(10)	10	pkg	(more or less monthly), Brown and Serve Rolls, fresh, enriched, 12 per package. Specify: _____	\$ _____	\$ _____
(11)	144	ea	(more or less monthly) Shortcakes, fresh, 4 - 6 per package, specify pack. _____	\$ _____	\$ _____
<b>GRAND TOTAL</b>					\$ _____

Purchase Orders will be issued as needed by Ellisville State School.

APPROXIMATE DELIVERY SCHEDULE: 2 times per week, (Monday - Friday).  
Delivery must be between 8:00 a.m. & 12:30 p.m.

**BID TO BE TYPEWRITTEN OR IN PEN & INK. BID ACCEPTED ONLY WHEN SUBMITTED ON THIS FORM**

Date \_\_\_\_\_  
Telephone \_\_\_\_\_

Fax \_\_\_\_\_  
E-Mail \_\_\_\_\_

Firm \_\_\_\_\_  
By \_\_\_\_\_

Signature Required

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

If you have questions, contact Kathy Sullivan, Food Service Director, Ellisville State School, 601-477-5822.

**Additional Terms & Conditions**

**Working hours:** All work shall be conducted between the hours of 8:00 and 12:30 Monday through Friday, excluding holidays. No works shall be conducted outside of these hours without the express written approval of Ellisville State School. All campus regulations apply.

**Invoices:** Invoices will be paid in accordance with section 31-7-305 of the Mississippi Code of 1972, annnotated as amended. Invoices are to be submitted electronically using the State of Mississippi PayMode System.

**Quality -** The successful bidder agrees that the quality of items and services shall comply with the Standards and Recommendations of the Joint Commission on Accreditation Healthcare Organizations in addition to all federal, state, and local laws and regulations.

**Applicable Laws:** This solicitation shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State. The successful bidder shall comply with all applicable federal, state, and local laws and regulations.

**Availability of Funds.** This proposed acquisition is contingent upon the continued availability of State and Federal funding. Ellisville State School reserves the right to cancel this solicitation at any time.

**Representation Regarding Contingent Fees.** Bidder represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

**Representation regarding Gratuities.** Bidder represents that it has not violated, is not violating, and promised that it will not violate the prohibition against gratuities set forth in Section 7-204 of the Mississippi Personal Services Contract Procurement Regulations.

**Termination for Default**

*a. Default.* If the successful bidder refuses or fails to perform any of the provisions of this contract with diligence to ensure its completion as specified in this contract, or any extension thereof, or commits any other substantial breach of this contract, then the Procurement Officer, or his/her designee, may notify the Successful Bidder in writing of the nonperformance and if not cured in ten days or any longer time specified in the writing by the Procurement Officer, or his/her designee, such officer may terminate the Successful Bidder's right to proceed with the contract or any such part of the contract as to which there has been delay or a failure to properly perform.

*b. Compensation.* Payment for completed services delivered and accepted by Ellisville State School shall be at the contract price. Ellisville State School may withhold from amounts due the Successful Bidder such sums as the Procurement Officer, or his or her designee, deems to be necessary to protect Ellisville State School against loss because of outstanding liens or claims of former lien holders and to reimburse Ellisville State School for the excess costs incurred in procuring similar goods and services.

**Termination for Convenience.**

*a. Termination.* The Procurement Officer or his/her designee may, when the interests of Ellisville State School so require, terminate this contract in whole or in part, for the convenience of Ellisville State School. The Procurement Officer, or his/her designee, shall give written notice of the termination to the Successful Bidder specifying the part of the contract terminated and when termination becomes effective.

**Certification of Independent Price Determination.**

The bidder certifies the prices what were submitted in response to this contract were arrived at independently and without-for the purpose of restricting competition - any consultation,

communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

**Camus HIPAA Regulations.** The bidder agrees to follow and abide by the confidentiality regulations which are pursuant to applicable laws. Successful Bidder agrees to comply with the Administrative Simplifications provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this contract.

**Independent Contractor Status** The successful Bidder shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for Ellisville State School or the State of Mississippi. Ellisville State School shall be at no time legally responsible for any negligence or other wrongdoing by the successful Bidder, its servants, agents or employees. Nothing contained herein shall be deemed or construed by Ellisville State School, the Successful Bidder, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between Ellisville State School and the Successful Bidder. Furthermore Ellisville State School Shall not provide to the Successful Bidder any insurance coverage or other benefits, including Workers' Compensation, normally provided by Ellisville State School for its employees.